

November __, 1984

Interstate Commerce Commission
Office of the Secretary
Washington, D.C. 20423

Attention: Honorable James H. Bayne

RECORDATION NO. 14440 Filed 1425

NOV 30 1984 -9 10 AM

INTERSTATE COMMERCE COMMISSION

Re: Wells Fargo Bank, N.A., Helm Financial Corporation, Robert L. Hoverson, David R. Eckles, Richard C. Kirchner, William M. Peterson, Brian D. Stucker, Edward A. Garvey, and Bradley S. Wind

Gentlemen:

I have enclosed an original and _____ () executed counterparts of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code and the regulations promulgated thereunder.

Enclosed is a Partial Termination of Security Agreement (the "Partial Termination"), a secondary document, dated as of November 27, 1984. This document is connected to a Memorandum of Security Agreement, dated as of August 10, 1984, for the benefit of Wells Fargo Bank, N.A., by Helm Financial Corporation, Robert L. Hoverson, Richard C. Kirchner, David R. Eckles, William M. Peterson, Brian D. Stucker, Edward A. Garvey, and Bradley S. Wind, Recordation No. 14440, recorded October 5, 1984. The names and addresses of the parties to the Partial Termination are as follows:

Mortgagors: Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Robert L. Hoverson
21 Mesa Avenue
Piedmont, CA 94611

David R. Eckles
312 Pacific Avenue
San Francisco, CA 94611

William M. Peterson
950 Lake Street
San Francisco, CA 94118

Richard C. Kirchner
3467 Jackson Street
San Francisco, CA 94118

C. P. Hoverson
C. Dunley

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Brian D. Stucker
1650 Jones St., Apt. 15
San Francisco, CA 94109

Edward A. Garvey
1115 Wiget Lane
Walnut Creek, CA 94598

Bradley S. Wind
681 London Square
Hoffman Estates, IL 60194

Mortgagee: Wells Fargo Bank, N.A.
6001 Topanga Canyon Boulevard
Woodland Hills, CA

A description of the equipment covered by the Partial Termination is as follows:

Thirty-Eight (38) 70-ton 50-foot General Purpose Railroad
Boxcars. Road Numbers: SFLC 900004, 900012, 900014,
900019, 900023, 900026, 900027, 900028, 900030, 900034,
900040, 900043, 900047; NSL 150825, 150826, 150827,
150828, 150829, 150830, 150831, 150832, 150833, 150834,
150835, 150836, 150837, 150838, 150839, 150840, 150841,
150842, 150843, 150844, 150845, 150846, 150847, 150848,
150849.

Please cross-index this document with the Memorandum of Lease of Railroad
Equipment dated as of October 4, 1984 between Helm Financial Corporation
and the Baltimore and Ohio Railroad Company recorded on October 10, 1984
under Recordation No. 14441. *CTK*

A check in the amount of \$20.00 is enclosed to cover the cost of filing
the Partial Termination (\$10) and cross-indexing (\$10). Please return the
original Partial Termination and any extra copies not needed by the Commission
for recordation to:

Manwell & Wes
425 California Street, Suite 1301
San Francisco, California 94014

Attention: Edward J. Wes, Jr., Esq.

Very truly yours,

Charles T. Kappler
Charles T. Kappler

RECORDATION NO. 14440C FILED 1425

PARTIAL TERMINATION OF
SECURITY AGREEMENT

NOV 30 1984 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT, dated as of November 27, 1984, by WELLS FARGO BANK, N.A., a national banking association (hereinafter called the "Bank"), for the benefit of HELM FINANCIAL CORPORATION, a California corporation, ROBERT L. HOVERSON, RICHARD C. KIRCHNER, DAVID R. ECKLES, WILLIAM M. PETERSON, BRIAN D. STUCKER, EDWARD A. GARVEY, and BRAD WIND (collectively, the "Owners").

1. Recitals. The Owners own, or have rights to acquire, Seventy-Six (76) 50-foot, 70-ton boxcars bearing American Association of Railroads Designation Numbers SFLC 900000 through 900050 and NSL 150825 through 150849 (the "Cars"). The Owners have leased or will lease the Cars to The Baltimore and Ohio Railroad Company, a Maryland corporation (hereinafter called the "Lessee") pursuant to a certain Lease of Railroad Equipment (the "Lease"). The Owners have granted a security interest in the Cars and the Lease (hereinafter collectively called the "Collateral") to the Bank upon the terms and conditions provided in that certain Security Agreement, dated as of August 10, 1984, between the Owners and the Bank (the "Security Agreement").

Pursuant to Paragraph 13 of the Security Agreement, the Bank and the Owners desire to terminate the Bank's security interest in certain of the Cars as listed in Annex A hereto (the "Second Cars") and the Lease with respect to the Second Cars and related Collateral more particularly described in Annex B hereto (the "Related Collateral").

2. Termination of Security Interest. The Bank's security interest in the Second Cars and Related Collateral shall be terminated upon the filing of this Partial Termination with the Interstate Commerce Commission and all of the Bank's right title and interest in and to the Second Cars and Related Collateral shall become null and void. Therefore, with this filing, the Bank's security interest in all of the collateral granted to it pursuant to the Security Agreement is hereby terminated and has become null and void.

IN WITNESS WHEREOF, the Bank, pursuant to due authority, has executed this Partial Termination of Security Agreement as of the date first above written.

"Bank":

WELLS FARGO BANK, N.A.

By Heun W. C.

Title Asst. Vice - Pres.

**Annex A
to Partial Termination
of Security Agreement**

Description of the "Second Cars"

<u>QUANTITY</u>	<u>PROPERTY DESCRIPTION</u>	<u>SERIAL NUMBER</u>
38	50-foot, 70-ton railroad boxcars	SFLC 900004, 900012, 900014, 900019, 900023, 900026, 900027, 900028, 900030, 900034, 900040, 900043, 900047 NSL 150825 through 150849 (inclusive)

**Annex B
to Partial Termination
of Security Agreement
Dated as of November 27, 1984**

Description of Related Collateral

(a) the Second Cars and all appliances, parts, accessories and equipment now or hereafter incorporated or installed in or attached to the Second Cars, along with all substitutions or replacements of any of the foregoing;

(b) all of the Owners' rights, powers and privileges under the Lease and all subsequent leases of any of the Second Cars (such other leases, together with the Lease, being referred to collectively as the "Leases" and all persons or entities obligated as lessees on any such Leases being referred to collectively as the "Lessees"), including without limitation the immediate and continuing right to receive and collect all payments, awards, insurance proceeds and other sums receivable by Owners pursuant to any of the Leases, whether from an insurer or one or more Lessees, and to execute and deliver all notices and instruments and to do all other things which Owners are or may become entitled to do under one or more of the Leases;

(c) all claims, rights, powers, privileges and remedies on the part of any of the Owners with respect to any agreement at any time entered into between such Owner and any other person or entity in connection with any of the Second Cars; and

(d) all proceeds received or receivable from the sale, exchange, lease or other disposition of any of the foregoing, whether such disposition is voluntary or involuntary, including without limitation all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all rights to payment with respect to any cause of action affecting or relating to any of the foregoing, together with full power and authority, in the name of Bank or any of the Owners or otherwise, or as attorney-in-fact hereby irrevocably constituted, to enforce, collect and receive, and receipt for, in accordance with the terms and conditions set forth in the Security Agreement, any and all of the foregoing rights and sums assigned, or entitled to be received pursuant to other rights assigned.

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On this 27th day of November, 1984, before the undersigned,
a Notary Public in and for the State of California, personally appeared
KEVIN W. HERR, known to me (or proved to me on
the basis of satisfactory evidence) to be Asst. Vice President of
WELLS FARGO BANK, N.A. and known to me (or proved to me on
the basis of satisfactory evidence) to be the person who executed the within
instrument on behalf of said Bank and acknow-
ledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires:

August 21, 1987

B. E. Zamechowski
NOTARY PUBLIC

[NOTARY PUBLIC]

